

APPENDIX D-1

CLAUSES FOR SUBCONTRACTS IN EXCESS OF *\$500,000*

APPENDIX D-1

INDEX

<u>CLAUSE</u>	<u>TITLE PAGE</u>	
1	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (OCT 1997) <i>(Derived from FAR 52.215-10)</i>	1
2	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA - MODIFICATIONS (OCT 1997) <i>(Derived from FAR 52.215-11)</i>	3
3	LOWER-TIER SUBCONTRACTOR COST OR PRICING DATA (OCT 1997) <i>(Derived from FAR 52.215-12) (FD)</i>	5
4	LOWER-TIER SUBCONTRACTOR COST OR PRICING DATA MODIFICATIONS (OCT 1997) <i>(Derived from FAR 52.215-13) (FD)</i>	5
5	LOWER-TIER SUBCONTRACTOR'S CERTIFICATE OF CURRENT COST OR PRICING DATA (OCT 1997) <i>(Derived from FAR 15.406-2) (FD)</i>	6
6	NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997) <i>(Derived from FAR 52.215-19) (FD)</i>	7
7	SMALL BUSINESS SUBCONTRACTING PLAN (OCT 1999) <i>(Derived from FAR 52.219-9) (FD)</i>	8
8	COST ACCOUNTING STANDARDS (APR 1998) <i>(Derived from FAR 52.230-2) (FD)</i>	14
9	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES (APR 1998) <i>(Derived from FAR 52.230-3)</i>	16

**APPENDIX D-1
INDEX**

<u>CLAUSE</u>	<u>TITLE</u>	<u>PAGE</u>
10	COST ACCOUNTING STANDARDS -- EDUCATIONAL INSTITUTION (APR 1998) <i>(Derived from FAR 52.230-5) (FD).....</i>	17
11	ADMINISTRATION OF COST ACCOUNTING STANDARDS (APR 1996) <i>(Derived from FAR 52.230-6) (FD).....</i>	19

CLAUSES

CLAUSE 1 - PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (OCT 1997) - *Derived from FAR 52.215-10*

- A. If any price, including profit or fee, negotiated in connection with this subcontract, or any cost reimbursable under this subcontract, was increased by any significant amount because--
1. The Subcontractor or a lower-tier subcontractor furnished cost or pricing data that were not complete, accurate, and current as certified in its Certificate of Current Cost or Pricing Data,
 2. A lower-tier subcontractor or prospective lower-tier subcontractor furnished the Subcontractor cost or pricing data that were not complete, accurate, and current as certified in the Subcontractor's Certificate of Current Cost or Pricing Data, or
 3. Any of these parties furnished data of any description that were not accurate,
- the price or cost shall be reduced accordingly and the subcontract shall be modified to reflect the reduction.
- B. Any reduction in the subcontract price under paragraph (A) of this clause due to defective data from a prospective lower-tier subcontractor that was not subsequently awarded the lower-tier subcontract shall be limited to the amount, plus applicable overhead and profit markup, by which--
1. The actual lower-tier subcontract or
 2. The actual cost to the Subcontractor, if there was no lower-tier subcontract,
- was less than the prospective lower-tier subcontract cost estimate submitted by the Subcontractor; provided, that the actual lower-tier subcontract price was not itself affected by defective cost or pricing data.
- C. 1. If the NREL Subcontract Administrator determines under paragraph (A) of this clause that a price or cost reduction should be made, the Subcontractor agrees not to raise the following matters as a defense:
- (i) The Subcontractor or lower-tier subcontractor was a sole source supplier or otherwise was in a superior bargaining position and thus the price of the subcontract would not have been modified even if accurate, complete, and current cost or pricing data had been submitted.
 - (ii) The NREL Subcontract Administrator should have known that the cost or pricing data in issue were defective even though the Subcontractor or lower-tier

subcontractor took no affirmative action to bring the character of the data to the attention of the NREL Subcontract Administrator.

- (iii) The subcontract was based on an agreement about the total cost of the subcontract and there was no agreement about the cost of each item procured under the subcontract.
 - (iv) The Subcontractor or lower-tier subcontractor did not submit a Certificate of Current Cost or Pricing Data.
2. (i) Except as prohibited by subdivision (C)(2)(ii) of this clause, an offset in an amount determined appropriate by the NREL Subcontract Administrator based upon the facts shall be allowed against the amount of a subcontract price reduction if --
- a. The Subcontractor certifies to the NREL Subcontract Administrator that, to the best of the Subcontractor's knowledge and belief, the Subcontractor is entitled to the offset in the amount requested; and
 - b. The Subcontractor proves that the cost or pricing data were available before the "as of" date specified on the Certificate of Current Cost or Pricing Data, and that the data were not submitted before such date.
- (ii) An offset shall not be allowed if --
- a. The understated data were known by the Subcontractor to be understated before the "as of" date specified on the Certificate of Current Cost or Pricing Data; and
 - b. NREL proves that the facts demonstrate that the subcontract price would not have increased in the amount to be offset even if the available data had been submitted before the "as of" date specified on the Certificate of Current Cost or Pricing Data.
- D. If any reduction in the subcontract price under this clause reduces the price of items for which payment was made prior to the date of the modification reflecting the price reduction, the Subcontractor shall be liable to and shall pay to NREL at the time such overpayment is repaid --
- 1. Simple interest on the amount of such overpayment to be computed from the date(s) of overpayment to the Subcontractor to the date NREL is repaid by the Subcontractor at the applicable underpayment rate effective for each quarter prescribed by the Secretary of the Treasury under 26 U.S.C. 6621 (a)(2), and
 - 2. A penalty equal to the amount of the overpayment, if the Subcontractor or lower-tier subcontractor knowingly submitted cost or pricing data that were incomplete, inaccurate, or noncurrent.

**CLAUSE 2 - PRICE REDUCTION FOR DEFECTIVE COST OR PRICING
DATA -- MODIFICATIONS (OCT 1997)**

Derived from FAR 52-215-11

- A. This clause shall become operative only for any modification to this subcontract involving a pricing adjustment expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4, except that this clause does not apply to any modification if an exception under FAR 15.403-1 applies.
- B. If any price, including profit or fee, negotiated in connection with any modification under this clause, or any cost reimbursable under this subcontract, was increased by any significant amount because
1. The Subcontractor or a lower-tier subcontractor furnished cost or pricing data that were not complete, accurate, and current as certified in its Certificate of Current Cost or Pricing Data,
 2. A lower-tier subcontractor or prospective lower-tier subcontractor furnished the Subcontractor cost or pricing data that were not complete, accurate, and current as certified in the Subcontractor's Certificate of Current Cost or Pricing Data, or
 3. Any of these parties furnished data of any description that were not accurate,
- the price or cost shall be reduced accordingly and the subcontract shall be modified to reflect the reduction. This right to a price reduction is limited to that resulting from defects in data relating to modifications for which this clause becomes operative under paragraph (A) of this clause.
- C. Any reduction in the subcontract price under paragraph (B) of this clause due to defective data from a prospective lower-tier subcontractor that was not subsequently awarded the lower-tier subcontract shall be limited to the amount, plus applicable overhead and profit markup, by which--
1. The actual lower-tier subcontract, or
 2. The actual cost to the Subcontractor, if there was no lower-tier subcontract,
- was less than the prospective lower-tier subcontract cost estimate submitted by the Subcontractor; provided that the actual lower-tier subcontract price was not itself affected by defective cost or pricing data.
- D. 1. If the NREL Subcontract Administrator determines under paragraph (B) of this clause that a price or cost reduction should be made, the Subcontractor agrees not to raise the following matters as a defense:
- (i) The Subcontractor or lower-tier subcontractor was a sole source supplier or otherwise was in a superior bargaining position and thus the price of the subcontract would not have been modified even if accurate, complete, and current cost or pricing data had been submitted.

- (ii) The NREL Subcontract Administrator should have known that the cost or pricing data in issue were defective even though the Subcontractor or lower-tier subcontractor took no affirmative action to bring the character of the data to the attention of the NREL Subcontract Administrator.
 - (iii) The subcontract was based on an agreement about the total cost of the subcontract and there was no agreement about the cost of each item procured under the subcontract.
 - (iv) The Subcontractor or lower-tier subcontractor did not submit a Certificate of Current Cost or Pricing Data.
 - 2. (i) Except as prohibited by subdivision (D)(2)(ii) of this clause, an offset in an amount determined appropriate by the NREL Subcontract Administrator based upon the facts shall be allowed against the amount of a subcontract price reduction if --
 - a. The Subcontractor certifies to the NREL Subcontract Administrator that, to the best of the Subcontractor's knowledge and belief, the Subcontractor is entitled to the offset in the amount requested; and
 - b. The Subcontractor proves that the cost or pricing data were available before the "as of" date specified on the Certificate of Current Cost or Pricing Data, and that the data were not submitted before such date.
 - (ii) An offset shall not be allowed if --
 - a. The understated data were known by the Subcontractor to be understated before the "as of" date specified on the Certificate of current Cost or Pricing Data; and
 - b. NREL proves that the facts demonstrate that the subcontract price would not have increased in the amount to be offset even if the available data had been submitted before the "as of" date specified on the Certificate of Current Cost or Pricing Data.
- E. If any reduction in the subcontract price under this clause reduces the price of items for which payment was made prior to the date of the modification reflecting the price reduction, the Subcontractor shall be liable to and shall pay to NREL at the time such overpayment is repaid --
- 1. Simple interest on the amount of such overpayment to be computed from the date(s) of overpayment to the Subcontractor to the date NREL is repaid by the Subcontractor at the applicable underpayment rate effective for each quarter prescribed by the Secretary of the Treasury under 26 U.S.C. 6621 (a)(2), and

2. A penalty equal to the amount of the overpayment, if the Subcontractor or lower-tier subcontractor knowingly submitted cost or pricing data that were incomplete, inaccurate, or noncurrent.

CLAUSE 3 - LOWER-TIER SUBCONTRACTOR COST OR PRICING DATA (OCT 1997)

Derived from FAR 52.215-12

- A. Before awarding any lower-tier subcontract expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4, on the date of agreement on price or the date of award, whichever is later; or before pricing any lower-tier subcontract modification involving a pricing adjustment expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4, the Subcontractor shall require the lower-tier subcontractor to submit cost or pricing data (actually or by specific identification in writing), unless an exception under FAR 15.403-1 applies.
- B. The Subcontractor shall require the lower-tier subcontractor to certify in substantially the form prescribed in FAR 15.406-2 that, to the best of its knowledge and belief, the data submitted under paragraph (A) of this clause were accurate, complete, and current as of the date of agreement on the negotiated price of the lower-tier subcontract or lower-tier subcontract modification.
- C. In each lower-tier subcontract that exceeds the threshold for submission of cost or pricing data at FAR 15.403-4, when entered into, the Subcontractor shall insert either --
 1. The substance of this clause, including this paragraph (C), if paragraph (A) of this clause requires submission of cost or pricing data for the lower-tier subcontract; or
 2. The substance of the clause at FAR 52.215-13, Subcontractor Cost or Pricing Data -- Modifications.

CLAUSE 4 - LOWER-TIER SUBCONTRACTOR COST OR PRICING DATA - MODIFICATIONS (OCT 1997)

Derived from FAR 52.215-13

- A. The requirements of paragraphs (B) and (C) of this clause shall --
 1. Become operative only for any modification to this subcontract involving a pricing adjustment expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4; and
 2. Be limited to such modifications.
- B. Before awarding any lower-tier subcontract expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4, on the date of agreement on price or the date of award, whichever

is later; or before pricing any lower-tier subcontract modification involving a pricing adjustment expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4, the Subcontractor shall require the lower-tier subcontractor to submit cost or pricing data (actually or by specific identification in writing), unless an exception under FAR 15.403-1 applies.

- C. The Subcontractor shall require the lower-tier subcontractor to certify in substantially the form prescribed in FAR 15.406-2 that, to the best of its knowledge and belief, the data submitted under paragraph (B) of this clause were accurate, complete, and current as of the date of agreement on the negotiated price of the lower-tier subcontract or lower-tier subcontract modification.
- D. The Subcontractor shall insert the substance of this clause, including this paragraph (D), in each lower-tier subcontract that exceeds the threshold for submission of cost or pricing data at FAR 15.403-4 on the date of agreement on price or the date of award, whichever is later.

CLAUSE 5 - LOWER-TIER SUBCONTRACTOR'S CERTIFICATE OF CURRENT COST OR PRICING DATA (OCT 1997)
Derived from FAR 15.406-2 (FD)

- A. When cost or pricing data are required, the Subcontractor shall require the lower-tier subcontractor to execute a Certificate of Current Cost or Pricing Data, using the format in this paragraph, and shall include the executed certificate in the subcontract file.

Lower-tier Subcontractor's Certificate of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 15.401 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Subcontractor or to the Subcontractor's representative in support of ____* are accurate, complete, and current as of ____**. This certification includes the cost or pricing data supporting any advance agreements and forward pricing rate agreements between the offeror and the Subcontractor that are part of the proposal.

Firm _____

Signature _____

Name _____

Title _____

Date of execution*** _____

* Identify the proposal, request for price adjustment, or other submission involved, giving the appropriate identifying number (e.g., RFP No.).

** Insert the day, month, and year when price negotiations were concluded and price agreement was reached or, if applicable, an earlier date agreed upon between the parties that is as close as

practicable to the date of agreement on price.

*** Insert the day, month, and year of signing, which should be as close as practicable to the date when the price negotiations were concluded and the lower-tier subcontract price was agreed to.

- B. The certificate does not constitute a representation as to the accuracy of the lower-tier subcontractor's judgment on the estimate of future costs or projections. It applies to the data upon which the judgment or estimate was based. This distinction between fact and judgment should be clearly understood. If the lower-tier subcontractor had information reasonably available at the time of agreement showing that the negotiated price was not based on accurate, complete, and current data, the lower-tier subcontractor's responsibility is not limited by any lack of personal knowledge of the information on the part of its negotiators.
- C. The Subcontractor and lower-tier subcontractor are encouraged to reach a prior agreement on criteria for establishing closing or cutoff dates when appropriate in order to minimize delays associated with proposal updates. Closing or cutoff dates should be included as part of the data submitted with the proposal and, before agreement on price, data should be updated by the lower-tier subcontractor to the latest closing or cutoff dates for which the data are available. Use of cutoff dates coinciding with reports is acceptable, as certain data may not be reasonably available before normal periodic closing dates (e.g., actual indirect costs). Data within the Subcontractor's or a lower-tier subcontractor's organization on matters significant to lower-tier subcontractor management and to the Subcontractor will be treated as reasonably available. What is significant depends upon the circumstances of each acquisition.
- D. Possession of a Certificate of Current Cost or Pricing Data is not a substitute for examining and analyzing the lower-tier subcontractor's proposal.
- E. If cost or pricing data are requested by the Subcontractor and submitted by an offeror, but an exception is later found to apply, the data shall not be considered cost or pricing data and shall not be certified in accordance with this subsection.

CLAUSE 6 - NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

Derived from FAR 52.215-19 (FD)

- A. The Subcontractor shall make the following notifications in writing:
 - 1. When the Subcontractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Subcontractor shall notify the NREL Subcontract Administrator within thirty (30) days.
 - 2. The Subcontractor shall also notify the NREL Subcontract Administrator within thirty (30) days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.
- B. The Subcontractor shall --

1. Maintain current, accurate, and complete inventory records of assets and their costs;
 2. Provide the NREL Subcontract Administrator or designated representative ready access to the records upon request;
 3. Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Subcontractor's ownership changes; and
 4. Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Subcontractor ownership change.
- C. The Subcontractor shall include the substance of this clause in all lower-tier subcontracts under this subcontract that meet the applicability requirement of FAR 15.408(k).

CLAUSE 7 - SMALL BUSINESS SUBCONTRACTING PLAN (OCT 1999)

Derived from FAR 52.219-9

A. This clause does not apply to small business concerns.

A. Definitions. As used in this clause--

"Commercial item" means a product or service that satisfies the definition of commercial item in section 2.101 of the Federal Acquisition Regulation.

"Commercial plan" means a lower-tier subcontracting plan (including goals) that covers the offeror's fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (e.g., division, plant, or product line).

"Individual subcontract plan" means a lower-tier subcontracting plan that covers the entire subcontract period (including option periods), applies to a specific subcontract, and has goals that are based on the offeror's planned lower-tier subcontracting in support of the specific subcontract, except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the subcontract.

"Master plan" means a lower-tier subcontracting plan that contains all the required elements of an individual subcontract plan, except goals, and may be incorporated into individual plans, provided the master plan has been approved.

"Lower-tier Subcontract" means any agreement (other than one involving an employer-employee relationship) entered into by a subcontractor or or lower-tier subcontractor calling for supplies or services required for performance of the lower-tier subcontract.

- A. The offeror, upon request by the NREL Subcontract Administrator, shall submit and negotiate a lower-tier subcontracting plan, where applicable, that separately addresses lower-tier subcontracting with small business, HUBZone small business concerns, small disadvantaged business, and women-owned small business concerns. If the offeror is submitting an individual lower-tier subcontract plan, the plan must separately address lower-tier subcontracting with small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, with a separate part for the basic subcontract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant subcontract. The lower-tier subcontracting plan shall be negotiated within the time specified by the NREL Subcontract Administrator. Failure to submit and negotiate the lower-tier subcontracting plan shall make the offeror ineligible for award of a subcontract.
- A. The offeror's lower-tier subcontracting plan shall include the following:
1. Goals, expressed in terms of percentages of total planned lower-tier subcontracting dollars, for the use of small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as lower-tier subcontractors. The offeror shall include all lower-tier subcontracts that contribute to subcontract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs.
 2. A statement of--
 - (i) Total dollars planned to be lower-tier subcontracted for an individual subcontract plan; or the offeror's total projected sales, expressed in dollars, and the total value of projected lower-tier subcontracts to support the sales for a commercial plan;
 - (ii) Total dollars planned to be lower-tier subcontracted to small business concerns;
 - (iii) Total dollars planned to be lower-tier subcontracted to HUBZone small business concerns;
 - (iv) Total dollars planned to be lower-tier subcontracted to small disadvantaged business concerns; and
 - (v) Total dollars planned to be lower-tier subcontracted to women-owned small business concerns.

3. A description of the principal types of supplies and services to be lower-tier subcontracted, and an identification of the types planned for lower-tier subcontracting to--
 - (i) Small business concerns;
 - (ii) HUBZone small business concerns;
 - (iii) Small disadvantaged business concerns; and
 - (iv) Women-owned small business concerns.
4. A description of the method used to develop the lower-tier subcontracting goals in paragraph (d)(1) of this clause.
5. A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the Procurement Marketing and Access Network (PRO-Net) of the Small Business Administration (SBA), the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in PRO-Net as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, HUBZone, small disadvantaged and women-owned small business source list. Use of PRO-Net as its source list does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, or publicizing lower-tier subcontracting opportunities) in this clause.
6. A statement as to whether or not the offeror included indirect costs in establishing lower-tier subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with--
 - (i) Small business concerns;
 - (ii) HUBZone small business concerns;
 - (iii) Small disadvantaged business concerns; and
 - (iv) Women-owned small business concerns.
7. The name of the individual employed by the offeror who will administer the offeror's lower-tier subcontracting program, and a description of the duties of the individual.
8. A description of the efforts the offeror will make to assure that small business, HUBZone small business, small disadvantaged business and women-owned small business concerns have an equitable opportunity to compete for lower-tier subcontracts.
9. Assurances that the offeror will include the clause of this subcontract entitled "Utilization of Small Business Concerns" in all lower-tier subcontracts that offer further subcontracting opportunities, and that the offeror will require all lower-tier subcontractors (except small business concerns) that receive lower-tier subcontracts in excess of \$500,000 (\$1,000,000 for construction

of any public facility) to adopt a subcontracting plan that complies with the requirements of this clause.

11. Assurances that the offeror will--

- (i) Cooperate in any studies or surveys as may be required;
- (ii) Submit periodic reports so that the Government can determine the extent of compliance by the offeror with the lower-tier subcontracting plan;
- (iii) Submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and/or SF 295, Summary Subcontract Report, in accordance with the instructions on the forms or as provided in agency regulations and in paragraph (j) of this clause; and
- (iv) Ensure that its lower-tier subcontractors agree to submit SF 294 and SF 295.

11. A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offeror's efforts to locate small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award lower-tier subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):

- (i) Source lists (e.g., PRO-Net), guides, and other data that identify small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.
- (ii) Organizations contacted in an attempt to locate sources that are small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.
- (iii) Records on each lower-tier subcontract solicitation resulting in an award of more than \$100,000, indicating--
 - a. Whether small business concerns were solicited and, if not, why not;
 - b. Whether HUBZone small business concerns were solicited and, if not, why not;
 - c. Whether small disadvantaged business concerns were solicited and, if not, why not;
 - d. Whether women-owned small business concerns were solicited and, if not, why not; and
 - e. If applicable, the reason award was not made to a small business concern.

(iv) Records of any outreach efforts to contact--

- a. Trade associations;

- b. Business development organizations; and
 - c. Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, and women-owned small business sources.
 - (v) Records of internal guidance and encouragement provided to buyers through--
 - a. Workshops, seminars, training, etc.; and
 - b. Monitoring performance to evaluate compliance with the program's requirements.
 - (vi) On a subcontract-by-subcontract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each lower-tier subcontractor. Subcontractors having commercial plans need not comply with this requirement.
- E. In order to effectively implement this plan to the extent consistent with efficient subcontract performance, the subcontractor shall perform the following functions:
 1. Assist small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the subcontractor's lists of potential small business, HUBZone small business, small disadvantaged business, and women-owned small business lower-tier subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.
 2. Provide adequate and timely consideration of the potentialities of small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all "make-or-buy" decisions.
 3. Counsel and discuss lower-tier subcontracting opportunities with representatives of small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.
 4. Provide notice to lower-tier subcontractors concerning penalties and remedies for misrepresentations of business status as small, HUBZone small, small disadvantaged, or women-owned small business for the purpose of obtaining a lower-tier subcontract that is to be included as part or all of a goal contained in the subcontractor's lower-tier subcontracting plan.
- F. A master plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the lower-tier subcontracting plan required of the offeror by this clause; provided--
 1. The master plan has been approved;
 2. The offeror ensures that the master plan is updated as necessary and provides copies of the

approved master plan, including evidence of its approval, to the NREL Subcontract Administrator; and;

3. Goals and any deviations from the master plan deemed necessary by the NREL Subcontract Administrator to satisfy the requirements of this subcontract are set forth in the individual subcontracting plan.
- F. A commercial plan is the preferred type of lower-tier subcontracting plan for subcontractors furnishing commercial items. The commercial plan shall relate to the offeror's planned lower-tier subcontracting generally, for both commercial and Government business, rather than solely to the Government subcontract. Commercial plans are also preferred for lower-tier subcontractors that provide commercial items under a prime contract, whether or not the prime subcontractor is supplying a commercial item.
- F. Prior compliance of the offeror with other such lower-tier subcontracting plans under previous contracts will be considered by the NREL Subcontract Administrator in determining the responsibility of the offeror for award of the contract.
- I. The failure of the subcontractor or lower-tier subcontractor to comply in good faith with--
1. The clause of this subcontract entitled "Utilization Of Small Business Concerns;" or
 2. An approved plan required by this clause, shall be a material breach of the subcontract.
- J. The subcontractor shall submit the following reports:
1. Standard Form 294, Subcontracting Report for Individual Contracts. This report shall be submitted to the NREL Subcontract Administrator semiannually and at subcontract completion. The report covers lower-tier subcontract award data related to this subcontract. This report is not required for commercial plans.
 2. Standard Form 295, Summary Subcontract Report. This report encompasses all the subcontracts with the awarding agency. It must be submitted semi-annually for subcontracts with the Department of Defense and annually for subcontracts with civilian agencies. If the reporting activity is covered by a commercial plan, the reporting activity must report annually all lower-tier subcontract awards under that plan. All reports submitted at the close of each fiscal year (both individual and commercial plans) shall include a breakout, in the subcontractor's format, of lower-tier subcontract awards, in whole dollars, to small disadvantaged business concerns by Standard Industrial Classification (SIC) Major Group. For a commercial plan, the subcontractor may obtain from each of its lower-tier subcontractors a predominant SIC Major Group and report all awards to that lower-tier subcontractor under its predominant SIC Major Group.

(End of clause)

Alternate I (Jan 1999).

When subcontracting by sealed bidding rather than by negotiation,
substitute the following paragraph C. for paragraph C. of the basic clause:

- C. The apparent low bidder, upon request by the NREL Subcontract Administrator, shall submit a lower-tier subcontracting plan, where applicable, that separately addresses lower-tier subcontracting with small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns. If the bidder is submitting an individual subcontract plan, the plan must separately address lower-tier subcontracting with small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant subcontract. The lower-tier subcontracting plan shall be submitted within the time specified by the NREL Subcontract Administrator. Failure to submit the lower-tier subcontracting plan shall make the bidder ineligible for the award of a contract.

Alternate II (Jan 1999).

As prescribed in 19.708(b)(1), substitute the following paragraph C. for paragraph C. of the basic clause:

- C. Proposals submitted in response to this solicitation shall include a lower-tier subcontracting plan that separately addresses lower-tier subcontracting with small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns. If the offeror is submitting an individual subcontract plan, the plan must separately address lower-tier subcontracting with small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, with a separate part for the basic subcontract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant subcontract. The lower-tier subcontracting plan shall be negotiated within the time specified by the NREL Subcontract Administrator. Failure to submit and negotiate a lower-tier subcontracting plan shall make the offeror ineligible for award of a subcontract.

CLAUSE 8 - COST ACCOUNTING STANDARDS (APR 1998)

Derived from FAR 52.230-2

(Generally not applicable for Small Business, Foreign Government, Fixed Price, or Subcontracts under \$500,000)

- A. Unless the subcontract is exempt under 48 CFR 9903.201-1 and 9903.201-2, the provisions of 48 CFR Part 9903 are incorporated herein by reference and the Subcontractor, in connection with this subcontract, shall --
1. (CAS-covered Contracts Only) By submission of a Disclosure Statement, disclose in writing the Subcontractor's cost accounting practices as required by 48 CFR 9903.202-1 through 9903.202-5, including methods of distinguishing direct costs from indirect costs and the basis used for allocating indirect costs. The practices disclosed for this subcontract shall be the same as the practices currently disclosed and applied on all other subcontracts and lower-tier

subcontracts being performed by the Subcontractor and which contain a Cost Accounting Standards (CAS) clause. If the Subcontractor has notified the NREL Subcontract Administrator that the Disclosure Statement contains trade secrets and commercial or financial information which is privileged and confidential, the Disclosure Statement shall be protected and shall not be released outside of NREL/Government.

2. Follow consistently the Subcontractor's cost accounting practices in accumulating and reporting subcontract performance cost data concerning this subcontract. If any change in cost accounting practices is made for the purposes of any subcontract or lower-tier subcontract subject to CAS requirements, the change must be applied prospectively to this subcontract and the Disclosure Statement must be amended accordingly. If the subcontract price or cost allowance of this subcontract is affected by such changes, adjustment shall be made in accordance with subparagraph (A)(4) or (A)(5) of this clause, as appropriate.
3. Comply with all CAS, including any modifications and interpretations indicated thereto contained in 48 CFR Part 9904, in effect on the date of award of this subcontract or, if the Subcontractor has submitted cost or pricing data, on the date of final agreement on price as shown on the Subcontractor's signed certificate of current cost or pricing data. The Subcontractor shall also comply with any CAS (or modifications to CAS) which hereafter become applicable to a subcontract or lower-tier subcontract of the Subcontractor. Such compliance shall be required prospectively from the date of applicability to such subcontract or lower-tier subcontract.
4.
 - (i) Agree to an equitable adjustment as provided in the Changes clause of this subcontract if the subcontract cost is affected by a change which, pursuant to subparagraph (A)(3) of this clause, the Subcontractor is required to make to the Subcontractor's established cost accounting practices.
 - (ii) Negotiate with the NREL Subcontract Administrator to determine the terms and conditions under which a change may be made to a cost accounting practice, other than a change made under other provisions of subparagraph (A)(4) of this clause; provided that no agreement may be made under this provision that will increase costs paid by NREL/Government.
 - (iii) When the parties agree to a change to a cost accounting practice, other than a change under subdivision (A)(4)(i) of this clause, negotiate an equitable adjustment as provided in the Changes clause of this subcontract.
5. Agree to an adjustment of the subcontract price or cost allowance, as appropriate, if the Subcontractor or a lower-tier subcontractor fails to comply with an applicable Cost Accounting Standard, or to follow any cost accounting practice consistently and such failure results in any increased costs paid by NREL/Government. Such adjustment shall provide for recovery of the increased costs to NREL/Government, together with interest thereon computed at the annual rate established under section 6621 of the Internal Revenue Code of 1986 (26 U.S.C. 6621) for such period, from the time the payment by the NREL/Government was made to the time the adjustment is effected. In no case shall NREL/Government recover

costs greater than the increased cost to NREL/Government, in the aggregate, on the relevant subcontracts subject to the price adjustment, unless the Subcontractor made a change in its cost accounting practices of which it was aware or should have been aware at the time of price negotiations and which it failed to disclose to NREL/Government.

- B. If the parties fail to agree whether the Subcontractor or a lower-tier subcontractor has complied with an applicable CAS in 48 CFR 9904 or a CAS rule or regulation in 48 CFR 9903 and as to any cost adjustment demanded by NREL/Government, such failure to agree will constitute a dispute under the Disputes Clause of this subcontract.
- C. The Subcontractor shall permit any authorized representatives of NREL/Government to examine and make copies of any documents, papers, or records relating to compliance with the requirements of this clause.
- D. The Subcontractor shall include in all negotiated lower-tier subcontracts which the Subcontractor enters into, the substance of this clause, except paragraph (B), and shall require such inclusion in all other subcontracts, of any tier, including the obligation to comply with all CAS in effect on the lower-tier subcontractor's award date or if the lower-tier subcontractor has submitted cost or pricing data, on the date of final agreement on price as shown on the lower-tier subcontractor's signed Certificate of Current Cost or Pricing Data. If the lower-tier subcontract is awarded to a business unit which pursuant to 48 CFR 9903.201-2 is subject to other types of CAS coverage, the substance of the applicable clause set forth in subsection 30.201-4 of the Federal Acquisition Regulation shall be inserted. This requirement shall apply only to negotiated lower-tier subcontracts in excess of \$500,000, except that the requirement shall not apply to negotiated lower-tier subcontracts otherwise exempt from the requirement to include a CAS clause as specified in 48 CFR 9903.201-1.

**CLAUSE 9 - DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES
(APR 1998)**

Derived from FAR 52.230-3

- A. The Subcontractor, in connection with this subcontract, shall --
 - 1. Comply with the requirements of 48 CFR 9904.401, Consistency in Estimating, Accumulating, and Reporting Costs; 48 CFR 9904.402, Consistency in Allocating Costs Incurred for the Same Purpose; 48 CFR 9904.405, Accounting for Unallowable Costs; and 48 CFR 9904.406, Cost Accounting Standard -- Cost Accounting Period, in effect on the date of award of this subcontract as indicated in 48 CFR Part 9904.
 - 2. (CAS-covered Contracts Only) If it is a business unit of a company required to submit a Disclosure Statement, disclose in writing its cost accounting practices as required by 48 CFR 9903.202-1 through 9903.202-5. If the Subcontractor has notified the NREL Subcontract Administrator that the Disclosure Statement contains trade secrets and commercial or financial information which is privileged and confidential, the Disclosure Statement shall be protected and shall not be released outside of the NREL/Government.
 - 3. (i) Follow consistently the Subcontractor's cost accounting practices. A change to such

practices may be proposed, however, by either the NREL/Government or the Subcontractor, and the Subcontractor agrees to negotiate with the NREL Subcontract Administrator the terms and conditions under which a change may be made. After the terms and conditions under which the change is to be made have been agreed to, the change must be applied prospectively to this subcontract, and the Disclosure Statement, if affected, must be amended accordingly.

- (ii) The Subcontractor shall, when the parties agree to a change to a cost accounting practice and the NREL Subcontract Administrator has made the finding required in 48 CFR 9903.201-6(b), that the change is desirable and not detrimental to the interests of the NREL/Government, negotiate an equitable adjustment as provided in the Changes clause of this subcontract. In the absence of the required finding, no agreement may be made under this subcontract clause that will increase costs paid by NREL/Government.
- 4. Agree to an adjustment of the subcontract price or cost allowance, as appropriate, if the Subcontractor or a lower-tier subcontractor fails to comply with the applicable CAS or to follow any cost accounting practice, and such failure results in any increased costs paid by NREL/Government. Such adjustment shall provide for recovery of the increased costs to NREL/Government together with interest thereon computed at the annual rate of interest established under the Internal Revenue Code of 1986 (26 U.S.C. 6621), from the time the payment by NREL/Government States was made to the time the adjustment is effected.
- B. If the parties fail to agree whether the Subcontractor has complied with an applicable CAS, rule, or regulation as specified in 48 CFR 9903 and 9904 and as to any cost adjustment demanded by NREL/Government, such failure to agree will constitute a dispute under the Contract Disputes Clause of this subcontract.
- C. The Subcontractor shall permit any authorized representatives of the NREL/Government to examine and make copies of any documents, papers, and records relating to compliance with the requirements of this clause.
- D. The Subcontractor shall include in all negotiated lower-tier subcontracts, which the Subcontractor enters into, the substance of this clause, except paragraph (B), and shall require such inclusion in all other subcontracts of any tier, except that --
 - 1. If the lower-tier subcontract is awarded to a business unit which pursuant to 48 CFR 9903.201-2 is subject to other types of CAS coverage, the substance of the applicable clause set forth in subsection 30.201-4 of the Federal Acquisition Regulation shall be inserted.
 - 2. This requirement shall apply only to negotiated lower-tier subcontracts in excess of \$500,000.
 - 3. The requirement shall not apply to negotiated lower-tier subcontracts otherwise exempt from the requirement to include a CAS clause as specified in 48 CFR 9903.201-1.

CLAUSE 10 - COST ACCOUNTING STANDARDS - EDUCATIONAL INSTITUTION (APR 1998)

Derived from FAR 52.230-5 (FD)

- A. Unless the subcontract is exempt under 48 CFR 9903.201-1 and 9903.201-2, the provisions of 48 CFR 9903 are incorporated herein by reference and the Subcontractor, in connection with this subcontract, shall --
1. (CAS-covered Subcontracts Only). If a business unit of an educational institution is required to submit a Disclosure Statement, disclose in writing the Subcontractor's cost accounting practices as required by 48 CFR 9903.202-1 through 9903.202-5, including methods of distinguishing direct costs from indirect costs and the basis used for accumulating and allocating indirect costs. The practices disclosed for this subcontract shall be the same as the practices currently disclosed and applied on all other subcontracts and lower-tier subcontracts being performed by the Subcontractor and which contain a Cost Accounting Standards (CAS) clause. If the Subcontractor has notified the NREL Subcontract Administrator that the Disclosure Statement contains trade secrets, and commercial or financial information which is privileged and confidential, the Disclosure Statement shall be protected and shall not be released outside of NREL/Government.
 2. Follow consistently the Subcontractor's cost accounting practices in accumulating and reporting subcontract performance cost data concerning this subcontract. If any change in cost accounting practices is made for the purposes of any subcontract or lower-tier subcontract subject to CAS requirements, the change must be applied prospectively to this subcontract and the Disclosure Statement, if required, must be amended accordingly. If an accounting principle change mandated under Office of Management and Budget (OMB) Circular A-21, Cost Principles for Educational Institutions, requires that a change in the Subcontractor's cost accounting practices be made after the date of this subcontract award, the change must be applied prospectively to this subcontract and the Disclosure Statement, if required, must be amended accordingly. If the subcontract price or cost allowance of this subcontract is affected by such changes, adjustment shall be made in accordance with subparagraph (A)(4) or (A)(5) of this clause, as appropriate.
 3. Comply with all CAS, including any modifications and interpretations indicated thereto contained in 48 CFR 9905 in effect on the date of award of this subcontract or, if the Subcontractor has submitted cost or pricing data, on the date of final agreement on price as shown on the Subcontractor's signed certificate of current cost or pricing data. The Subcontractor shall also comply with any CAS (or modifications to CAS) which hereafter become applicable to a subcontract or lower-tier subcontract of the Subcontractor. Such compliance shall be required prospectively from the date of applicability to such subcontract or lower-tier subcontract.
 4.
 - (i) Agree to an equitable adjustment as provided in the Changes clause of this subcontract if the subcontract cost is affected by a change which, pursuant to subparagraph (A)(3) of this clause, the Subcontractor is required to make to the Subcontractor's established cost accounting practices.
 - (ii) Negotiate with the NREL Subcontract Administrator to determine the terms and conditions under which a change may be made to a cost accounting practice, other than a change made under other provisions of subparagraph (A)(4) of this clause; provided that no agreement may be made under this provision that will increase costs paid by NREL/Government.
 - (iii) When the parties agree to a change to a cost accounting practice, other than a change under subdivision (A)(4)(i), or (A)(4)(iv) of this clause, negotiate an equitable adjustment as provided in the Changes clause of this subcontract.
 - (iv) Agree to an equitable adjustment as provided in the Changes clause of this subcontract, if the subcontract cost is materially affected by an OMB Circular A-21 accounting principle amendment which, on becoming effective after the date of subcontract award, requires the

Subcontractor to make a change to the Subcontractor's established cost accounting practices.

5. Agree to an adjustment of the subcontract price or cost allowance, as appropriate, if the Subcontractor or a lower-tier subcontractor fails to comply with an applicable Cost Accounting Standard, or to follow any cost accounting practice consistently and such failure results in any increased costs paid by NREL/Government. Such adjustment shall provide for recovery of the increased costs to NREL/Government, together with interest thereon computed at the annual rate established under section 6621 of the Internal Revenue Code of 1986 (26 U.S.C. 6621) for such period, from the time the payment by NREL/Government was made to the time the adjustment is effected. In no case shall NREL/Government recover costs greater than the increased cost to NREL/Government, in the aggregate, on the relevant subcontract subject to the price adjustment, unless the Subcontractor made a change in its cost accounting practices of which it was aware or should have been aware at the time of price negotiations and which it failed to disclose to NREL/Government.
- B. If the parties fail to agree whether the Subcontractor or a lower-tier subcontractor has complied with an applicable CAS or a CAS rule or regulation in 48 CFR 9903 and as to any cost adjustment demanded by NREL/Government, such failure to agree will constitute a dispute under the Contract Disputes Clause of this subcontract.
- C. The Subcontractor shall permit any authorized representatives of NREL/Government to examine and make copies of any documents, papers, or records relating to compliance with the requirements of this clause.
- D. The Subcontractor shall include in all negotiated lower-tier subcontracts which the Subcontractor enters into, the substance of this clause, except paragraph (B), and shall require such inclusion in all other subcontracts, of any tier, including the obligation to comply with all applicable CAS in effect on the lower-tier subcontractor's award date or, if the lower-tier subcontractor has submitted cost or pricing data, on the date of final agreement on price as shown on the lower-tier subcontractor's signed Certificate of Current Cost or Pricing Data, except that --
 1. If the lower-tier subcontract is awarded to a business unit which pursuant to 48 CFR 9903.201-2 is subject to other types of CAS coverage, the substance of the applicable clause set forth in 48 CFR 9903.201-4 shall be inserted;
 2. This requirement shall apply only to negotiated lower-tier subcontracts in excess of \$500,000; and
 3. The requirement shall not apply to negotiated lower-tier subcontracts otherwise exempt from the requirement to include a CAS clause as specified in 48 CFR 9903.201-1.

CLAUSE 11 - ADMINISTRATION OF COST ACCOUNTING STANDARDS (APR 1996)

Derived from FAR 52.230-6 (FD)

For the purpose of administering the Cost Accounting Standards (CAS) requirements under this subcontract, the Subcontractor shall take the steps outlined in paragraphs (A) through (G) of this clause:

- A. Submit to the NREL Subcontract Administrator a description of any cost accounting practice change, the total potential impact of the change on subcontracts containing a CAS clause, and a general dollar magnitude of the change which identifies the potential shift of costs between

CAS-covered subcontracts by subcontract type (i.e., firm-fixed-price, incentive, cost-plus-fixed fee, etc.) and other Subcontractor business activity. As related to CAS-covered subcontracts, the analysis should identify the potential impact on funds of the various Agencies/Departments (i.e., Department of Energy, National Aeronautics and Space Administration, Army, Navy, Air Force, other Department of Defense, other Government) as follows:

1. For any change in cost accounting practices required in accordance with subparagraph (A)(3) and subdivision (A)(4)(i) of the clause at FAR 52.230-2, Cost Accounting Standards; or subparagraph (A)(3) and subdivisions (A)(4)(i) or (A)(4)(iv) of the clause at FAR 52.230-5, Cost Accounting Standards -- Educational Institution; within sixty (60) days (or such other date as may be mutually agreed to) after award of a subcontract requiring this change.
 2. For any change in cost accounting practices proposed in accordance with subdivision (A)(4)(ii) or (iii) of the clauses at FAR 52.230-2, Cost Accounting Standards, and FAR 52.230-5, Cost Accounting Standards -- Educational Institution; or with subparagraph (A)(3) of the clause at FAR 52.230-3, Disclosure and Consistency of Cost Accounting Practices, not less than 60 days (or such other date as may be mutually agreed to) before the effective date of the proposed change.
 3. For any failure to comply with an applicable CAS or to follow a disclosed practice (as contemplated by subparagraph (A)(5) at FAR 52.230-2, Cost Accounting Standards, and FAR 52.230-5, Cost Accounting Standards -- Educational Institution; or by subparagraph (A)(4) at FAR 52.230-3, Disclosure and Consistency of Cost Accounting Practices):
 - (i) Within sixty (60) days (or such other date as may be mutually agreed to) after the date of agreement with the initial finding of noncompliance, or
 - (ii) In the event of Subcontractor disagreement with the initial finding of noncompliance, within sixty (60) days of the date the Subcontractor is notified by the NREL Subcontract Administrator of the determination of noncompliance.
- B. After an NREL Subcontract Administrator, or cognizant Federal agency official, determination of materiality, submit a cost impact proposal in the form and manner specified by the NREL Subcontract Administrator within sixty (60) days (or such other date as may be mutually agreed to) after the date of determination of the adequacy and compliance of a change submitted pursuant to paragraph (A) of this clause. The cost impact proposal shall be in sufficient detail to permit evaluation, determination, and negotiation of the cost impact upon each separate CAS-covered subcontract and lower-tier subcontract.
1. Cost impact proposals submitted for changes in cost accounting practices required in accordance with subparagraph (A)(3) and subdivision (A)(4)(i) of the clause at FAR 52.230-2, Cost Accounting Standards; or subparagraph (A)(3) and subdivisions (A)(4)(i) or (A)(4)(iv) of the clause at FAR 52.230-5, Cost Accounting Standards -- Educational Institution; shall identify the applicable standard or cost principle and all subcontracts and lower-tier subcontracts containing the clauses entitled Cost Accounting Standards or Cost Accounting Standards -- Educational Institution, which have an award date before the

effective date of that standard or cost principle.

2. Cost impact proposals submitted for any change in cost accounting practices proposed in accordance with subdivisions (A)(4)(ii) or (iii) of the clauses at FAR 52.230-2, Cost Accounting Standards, and FAR 52.230-5, Cost Accounting Standards -- Educational Institution; or with subparagraph (A)(3) of the clause at FAR 52.230-3, Disclosure and Consistency of Cost Accounting Practices; shall identify all subcontracts and lower-tier subcontracts containing the clauses at FAR 52.230-2, Cost Accounting Standards, FAR 52.230-5, Cost Accounting Standards -- Educational Institution, and FAR 52.230-3, Disclosure and Consistency of Cost Accounting Practices.
 3. Cost impact proposals submitted for failure to comply with an applicable CAS or to follow a disclosed practice as contemplated by subparagraph (A)(5) of the clauses at FAR 52.230-2, Cost Accounting Standards, and FAR 52.230-5, Cost Accounting Standards -- Educational Institution; or by subparagraph (A)(4) of the clause at FAR 52.230-3, Disclosure and Consistency of Cost Accounting Practices, shall identify the cost impact on each separate CAS covered subcontract from the date of failure to comply until the noncompliance is corrected.
- C. If the submissions required by paragraphs (A) and (B) of this clause are not submitted within the specified time, or any extension granted by the NREL Subcontract Administrator, an amount not to exceed ten (10) percent of each subsequent amount determined payable related to the Subcontractor's CAS-covered prime subcontracts, up to the estimated general dollar magnitude of the cost impact, may be withheld until such time as the required submission has been provided in the form and manner specified by the NREL Subcontract Administrator.
- D. Agree to appropriate subcontract and lower-tier subcontract amendments to reflect adjustments established in accordance with subparagraphs (A)(4) and (A)(5) of the clauses at FAR 52.230-2 and 52.230-5; or with subparagraphs (A)(3) or (A)(4) of the Disclosure and Consistency of Cost Accounting Practices clause at FAR 52.230-3.
- E. For all lower-tier subcontracts subject to the clauses at FAR 52.230-2, 52.230-3, or 52.230-5 --
1. So state in the body of the lower-tier subcontract, in the letter of award, or in both (self-deleting clauses shall not be used); and
 2. Include the substance of this clause in all negotiated subcontracts. In addition, within thirty (30) days after award of the lower-tier subcontract, submit the following information to the Subcontractor's cognizant subcontract administration office for transmittal to the subcontract administrative office cognizant of the lower-tier subcontractor's facility:
 - (i) Lower-tier Subcontractor's name and lower-tier subcontract number.
 - (ii) Dollar amount and date of award.
 - (iii) Name of Subcontractor making the award.

- (iv) Any changes the lower-tier subcontractor has made or proposes to make to cost accounting practices that affect prime subcontracts or lower-tier subcontracts containing the clauses at FAR 52.230-2, 52.230-3, or 52.230-5, unless these changes have already been reported. If award of the lower-tier subcontract results in making one or more CAS effective for the first time, this fact shall also be reported.
- F. Notify the NREL Subcontract Administrator in writing of any adjustments required to lower-tier subcontracts under this subcontract and agree to an adjustment, based on them, to this subcontract price or estimated cost and fee. This notice is due within thirty (30) days after proposed lower-tier subcontract adjustments are received and shall include a proposal for adjusting the higher-tier subcontract or the prime contract appropriately.
- G. For lower-tier subcontracts containing the clauses at FAR 52.230-2 or 52.230-5, require the lower-tier subcontractor to comply with all Standards in effect on the date of award or of final agreement on price, as shown on the lower-tier subcontractor's signed Certificate of Current Cost or Pricing Data, whichever is earlier.